



MICHIPICOTEN FIRST NATION

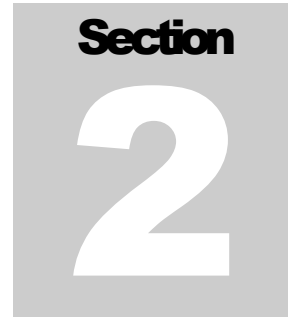
Personnel Policy

Updated by:
BCR 2015-41
Motion 004-06-24-2021 (amend protected leaves)
Motion 007-08-26-2021 (amend list statutory holidays)



Objectives and Purpose

- 1) The objective of this policy is to,
 - a) Ensure that all employees of Michipicoten First Nation (MFN); hereafter referred to as the employer, are aware of and understand the terms and conditions of employment and to ensure that these conditions are applied fairly and equally.
 - b) To promote a harmonious and mutually beneficial working relationship between the employer and the employees.
 - c) To provide a workplace that will reward excellence and innovation as well as empower and inspire each and every employee to make a unique contribution.
 - d) This policy is not intended to contravene any federal labour legislation, nor is it intended to contravene any other applicable federal labour statutes.
- 2) Definitions of Terms,
 - a) **“Employer”** means the Chief and Council as duly elected by Michipicoten First Nation.
 - b) **“Employee”** means a person employed by Michipicoten First Nation.
 - c) **“Supervisor”** means the person that an employee reports to directly as defined by the current Organization Chart.
 - d) **“Hourly Rate of Pay”** means the remuneration paid for each normal hour worked.
 - e) **“Normal Hours of Work”** means the normal operating hours of the place of work.
 - f) **“Family Medical Leave”** means any leave required due to illness of the employee, their spouse and/or partner, or their children.
 - g) **“Leave”** means any authorized absence from duty by an employee during normal operating hours.
 - h) **“Arm’s Length”** means without friendliness or intimacy; at a distance or with neither party controlled by the other.



Recruitment and Selection

This section covers policies and guidelines for the recruitment and hiring of all employees

- 1) Recruitment,
 - a) All **permanent and funding specific position** vacancies must be posted internally in a known common area for a period no less than 1 week (7 days), prior to the posting being advertised externally.
 - i) Upon closing of the internal competition, all resumes will be reviewed, and interviews offered if any qualified candidates exist. If at that point there are no qualified candidates, then the next step is to be taken.
 - ii) An Employee who wishes to compete for an internal posting, must be recommended by their immediate Supervisor upon approval of the Band Manager and must have completed a minimum of six (6) months in their current position.
 - b) After the internal posting period has expired, each posting may be advertised in the following manner if sufficient time permits:
 - i) may be advertised in the MFN Newsletter.
 - ii) may be posted to the MFN website.
 - iii) may be sent to the local media for advertisement.
 - iv) may be posted in an area of the MFN band office that is accessible to the public.
 - v) may be posted with the Human Resources and Development Canada job bank.
 - vi) and may be posted to suitable advertising sources regionally, provincially, or nationally as required.
 - c) Such notices must include,
 - i) Specific or minimum qualifications required.
 - ii) whether the position is full-time, part-time, casual, contract.
 - iii) salary range or hourly range.

- iv) job description and specifications.
 - v) competition closing date.
 - d) All applications must be treated as confidential and must be stored in a secure place until the competition has expired.
- 2) Selection of Interview Committee,
- a) After the competition has expired an interview committee must be established by the Band Manager which should be composed of three (3) members which may be from, however, not limited to the following criteria,
 - i) the Band Manager or designate.
 - ii) the Supervisor from the area in which the vacancy exists.
 - iii) A member of current staff
 - iv) Other members of the interview panel may be chosen from the Personnel Committee, provided there is no conflict of interest with any of the candidates, administration, related program staff or any other organization that could contribute expertise to the process, at the discretion of the Band Manager.
 - b) Upon completion of the selection of the interview committee,
 - i) all members are to be given a file which includes a copy of the posting, copies of all received applications and a synopsis of the basic requirements for the vacant position.
 - ii) if any member of the panel has a conflict of interest or a relationship with any of the applicants, there must be a declaration made at this time and another individual must be selected for the interview panel.
 - iii) If there are no conflicts, the selection process may continue.
- 3) Selection of Candidates,
- a) As an equal opportunity employer candidate who are not members of the First Nation or community will be given consideration; however, priority may be given to applicants who are Michipicoten First Nation members only as long as all other qualifications and standards are met and are equal;
 - b) each member of the interview committee is to review the applications and short list if available at least 3 recommendations on applicants to interview.
 - c) If there are insufficient applications to meet a review and application process the position may be reposted at the discretion of the Band Manager.
- 4) Interview process;
- a) All permanent, permanent part-time or contractual positions as provided for in the Organization Chart approved by Chief and Council require a minimum of a one (1) stage interview which is followed by a recommendation by the Band Manager;
 - i) upon completion of the interviews, the Interview Committee will provide a written recommendation to the Band Manager.
 - ii) only the Band Manager has the authority to hire or terminate an employee.

- b) the interview process must be held in a timely manner while still adhering to due process.
 - c) other methods of telecommunication may be approved for interviews where required.
 - d) if a vacancy occurs for the position of Band Manager, interviews for suitable candidates per Financial By-Law 2002-2 will be arranged and conducted by the Chief and Council of Michipicoten First Nation and may follow but are not limited to the Recruitment and Selection process. The Band Manager position shall require a minimum six (6) month probationary period, during which time the Organizational structure or financial policies and procedures, administration, accounting processes or existing requirements of the First Nation will be neither altered or changed so as to affect the policies, guidelines, and operations of the business of the First Nation.
- 5) Council Confirmation,
- a) Confirmation of permanent positions by Council is provided and approved only through the Organizational Chart which may be amended from time to time as recommended by the Band Manager and through recommendation by the Personnel Committee to Chief and Council.
 - b) The Band Manager has discretion to implement internal adjustments from time to time to accommodate the needs of the First Nation in order to maintain services, provided any such adjustments do not adversely affect the overall operations within the Organizational Chart and may or may not be temporary.
- 6) All offers of employment must be made in the form of a letter of offer stating,
- a) the date employment is to start.
 - b) duration of employment (if contractual).
 - c) starting wage.
 - d) length of probationary period.

7) Employee Relations

The Employer has an obligation to ensure that it does not place its employees into perceived or actual conflict of interest situations which can occur by having someone report to or supervise a family member. The Employer balances this obligation with the recognition of the personal privacy and personal relationships of its staff outside of work.

Staff may not work in an area where they are under the supervision of a family member, or where they are in a position to supervise a family member.

It is recognized that there are exceptions where family members may be required to work together on the same team; Any such exceptions to this policy require the Band Manager's written approval prior to hiring or transferring the family member.

For the purposes of this policy, a family member is defined as: spouse, common-law, partner, child, parent, brother, sister, and in-laws.

This policy also applies in the event that two employees develop a common-law, partnership or married relationship during their employment.

Section**3**

Employment

This section deals with issues and terms related to employment with Michipicoten First Nation.

1) Probation,

- a) every new employee shall be on probation for a minimum period of three (3) months and no longer than six (6) months.
- b) during the probationary period the employee's performance will be assessed by their supervisor and approved by the Band Manager and a written evaluation will be placed in the personnel file and provided to the employee once the probationary term has ended.

2) Hours of Work,

- a) Normal operating hours of the Michipicoten First Nation administration offices are from 8:00 am to 4:30 pm Monday to Thursday, and 8:00 am to 1:30 pm on Friday, unless otherwise stated,
 - i) due to the nature of some positions within the organization there may be a need to work different hours than those set by the employer, where this need exists it is the responsibility of the employee to ensure that they are available for work during these times.
- b) A normal work week for full time employees will consist of 37.5 hours,
 - i) in order to meet the duties of some positions, these hours may occasionally vary or be irregular.
 - ii) a two-week period of notice is required to change the schedule or working hours of any employee who operates under a fixed schedule.
- c) A normal work week for part time employees will consist of no more than twenty-five (25) hours per week.
 - i) Part time employees may be required to work additional hours to fulfill their duties; this increase in hours shall not constitute a change in employment status.

- 3) Overtime and Lieu hours,
 - a) Overtime hours are those hours worked by an employee that exceed 80 (eighty) hours per bi-weekly pay period or as determined by work schedule.
 - b) In some cases, overtime hours may be necessary for the completion of certain projects or to oversee certain projects. Each supervisor shall make every reasonable effort to avoid overtime except in cases where it could be reasonably determined to be necessary.
 - c) In cases where overtime is necessary the following criteria must be adhered to,
 - i) all overtime must be approved by the immediate supervisor to a maximum of 2.5 hours in any given week, additional overtime must be approved by the Band Manager.
 - ii) overtime must be requested in advance, in writing, and submitted to the immediate supervisor for approval by the Band Manager whenever possible. Unauthorized overtime will not be considered valid except in cases of emergency (documentation may be required).
 - iii) all overtime hours must be recorded on the biweekly pay period timesheets
 - d) Employees are entitled to receive time in lieu of overtime pay at the rate of one and one half (1.5) hours for each overtime hour worked after the required regular hours.
 - e) Every effort must be made to use any accumulated lieu time prior to the end of each fiscal year.
 - f) Any outstanding lieu time will be paid out by the end of the fiscal year unless otherwise agreed upon by the employee, their supervisor and as approved by the Band Manager.
 - 4) Breaks,
 - a) Employees are entitled to a one half (0.5) hour unpaid lunch break each day where eight (8) hours are scheduled or as applicable based on regular hours.
 - b) Employees are entitled to two (2), fifteen (15) minute paid breaks, each day where 8 (eight) hours are scheduled or as applicable based on regular hours.
 - i) due to the shortened workday on Friday, there are two (2) unpaid, fifteen (15) minute breaks in lieu of a lunch break or one (1) unpaid, 30-minute lunch break, but not both.
 - 5) Timesheets,
 - a) It is the responsibility of each employee to record their hours worked each day.
 - b) All hours worked must be recorded on the timesheets that have been supplied by the Michipicoten First Nation Administration.
 - c) It is the responsibility of each employee to ensure that their timesheets are submitted to their supervisor for authorization by 10:00 am on the Friday before the end of each bi-weekly pay period, unless otherwise notified in writing.
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- i) employees will not be paid if a timesheet that has not been authorized by their supervisor is submitted, in this instance; payment will be made within one (1) week from the date the required documentation was submitted.

6) Statutory and Paid Holidays,

a) The following days are statutory paid holidays:

New Year's Day	January
Family Day	February
Chief and Council Election Day	(variable)
Good Friday	(variable)
Easter Monday	(variable)
Victoria Day	May
National Aboriginal Day	June
Canada Day	July
Civic Holiday (August)	August
Labour Day	September
National Day for Truth and Reconciliation	September
Thanksgiving Day	October
Remembrance Day	November
Christmas Day	December
Boxing Day	December

- i) if any of the above holidays falls on a weekend, the next full business day shall be observed as a holiday, unless otherwise stated.
- ii) any employee on an unpaid leave is not eligible to be paid for statutory holidays that fall within the unpaid leave.
- iii) probationary employees are not eligible for paid statutory holidays unless otherwise approved by the Band Manager on the recommendation of the Supervisor.
- iv) if a statutory holiday falls within the approved vacation period of an employee that employee will be eligible to be paid for the holiday and entitled to the additional time off to compensate.

b) Christmas and New Year Shutdown

In recognition of the efforts and hard work of staff throughout each year, regular work schedules are suspended over the Christmas Holidays and staff may be granted paid leave for designated days over and above regular Statutory Holidays as noted in Section 6)a, **subject to review by the Band Manager annually and conditional upon approval of the Annual Operating Budget by Chief and Council.**

7) Wages and Evaluations,

- a) All salaries and wages shall be in accordance with the Michipicoten First Nation Pay Band Matrix or employment contract or as otherwise arranged where applicable, and shall be commensurate with the required skills of each position level as categorized on the Pay Band Matrix at a level commensurate with the employee's experience, skills, education and responsibility as approved by the Band Manager.
- b) Employee salaries and wages shall be reviewed on an annual basis where applicable on or about April 1st of each fiscal year, or more frequently at the sole discretion of the Band Manager, based on employee performance and/or adjustment to position; and in accordance with the performance review guidelines attached as Amendment #2 to the Personnel Policy.
- c) Recommendations for salary review and adjustment will be in accordance with the Pay Band Matrix which may be adjusted from time to time by the Band Manager to accommodate the addition or changes to employment qualification and length of service; or employment contract or as otherwise applicable and shall be approved by the Band Manager subject to contractual, funding and budgetary allocations as provided for and approved in the annual budgets.

Section

4

Lateness and Absences

This section addresses issues with respect punctuality and absences from the workplace.

1) Punctuality,

- a) If an employee will be late for work, the employee must call their supervisor as soon as possible, but no later than thirty minutes before they are scheduled to commence work. The employee must advise their supervisor of the expected arrival time and the reason for the lateness. Absent employees who do not notify their supervisor shall be considered absent without reason and may be subject to disciplinary action.

- i) Payroll deductions may be made at the following rates in respect to late arrival:

0 – 15 min = .25 hours

16 – 30 min = .50 hours

> 30 min = deductions to the nearest quarter hour

- ii) Employees who are frequently late with no appropriate reason shall be subject to disciplinary action.

2) Absences during hours of operation,

- a) The front desk/reception must be notified prior to any absences from the workplace that are necessary during hours of operation that are less than thirty (30) minutes in length.
- b) Any absences that exceed thirty (30) minutes in length must be approved by the employee's supervisor prior to the absence; it is also the responsibility of the employee to notify the front desk/reception of such absences.
- c) Employees who do not adhere to these procedures will be subject to disciplinary action.



Paid and Unpaid Leave

This section explains all approved paid and unpaid leaves of absence. Currently reflects the policy amendments approved by motion 004-06-24-2021.

1) ELIGIBILITY

- a) In some cases, Michipicoten provides protected leave benefits that exceed the *Canada Labour Code* legislation.
- b) These increased protected leave benefits apply to Permanent, full-time employees and full-time employees with a temporary contract greater than 12 months.
- c) Part-time and temporary contracts 12 months or less are entitled to protected leaves and benefits as directed by the *Canada Labour Code*.

2) DEFINITIONS

- a) Common-law partner: A person who has been cohabiting with an individual in a conjugal relationship for at least one year.
- b) *Family member*, in relation to an employee, means:
 - i) A spouse or common-law partner of the employee.
 - ii) A child of the employee or a child of the employee's spouse or common-law partner.
 - iii) A parent of the employee or a spouse or common-law partner of the parent; and
 - iv) Any other person who is a member of a class of persons prescribed for the purposes of this definition or the definition of "family member" in the *Employment Insurance Act*.
- c) *Immediate family* includes:
 - i) Spouse or common-law partner.
 - ii) Father and mother of the employee and the spouse or common-law partner of the father and mother (or alternatively stepparent or foster parent).
 - iii) Brother and sister of the employee.
 - iv) Daughters and sons of the employee, including children of the employee's spouse or common-law partner and stepchildren or wards of the employee; Grandchildren and grandparents of the employee.

- v) The father and mother of the employee's spouse or common-law partner and the spouse or common-law partner of the employee's spouse or common-law partner's parent; and
- vi) Any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.
- d) *Health care practitioner*: Means a person lawfully entitled, under the laws of a province, to provide health services in the place where they provide those services.

3) **Vacation leave** with pay,

- b) Each vacation year will be Michipicoten First Nation's fiscal year which runs from April 1st to March 31st of the following year.
- c) An employee is entitled to paid vacation after one (1) year of continuous employment or a prorated number of days for time worked; upon the approval of the Band Manager, such vacation time may not be taken during the probationary period unless otherwise approved by the Band Manager.
- d) Accumulated vacation leave entitlements for full time employees,
 - i) employees that have been continuously employed from one (1) to three (3) years will accumulate vacation pay at a rate of four percent (4%) of gross earnings and are entitled to two (2) weeks paid vacation leave; or as prorated for the period served if less than one-year service.
 - ii) employees that have been continuously employed from four (4) to eight (8) years will accumulate vacation pay at a rate of six (6%) of gross earnings and are entitled to three (3) weeks paid vacation leave.
 - iii) employees that have been continuously employed from nine (9) to fourteen (14) years will accumulate vacation pay at a rate of eight percent (8%) of gross earnings and are entitled to four (4) weeks leave.
 - iv) employees that have been continuously employed fifteen (15) or more years will accumulate vacation pay at a rate of ten percent (10%) of gross earnings and are entitled to five (5) weeks paid vacation leave.
 - v) Contractual employees will receive paid vacation entitlement as per contract.
- e) Accumulated vacation leave entitlements for part time employees,
 - i) employees who work a part time schedule are entitled to two (2) weeks leave each fiscal year based on their normal work week hours (i.e., if a normal work week continuously is 25 hours per week, then vacation entitlement for a two-week period is 50 hours) and will accumulate vacation pay at a rate of four percent (4%) of gross earnings.
- f) Accumulated vacation leave entitlements for temporary employees,
 - i) temporary employees will not accumulate vacation pay and will have four percent (4%) of their gross earnings added to their regular pay on a bi-weekly basis or in accordance with the pay schedule.
 - ii) casual workers are not entitled to vacation pay or statutory holiday pay.

- g) All paid vacation leave requests must be submitted to the appropriate supervisor and to the Band Manager for final approvals and are subject to the following criteria;
 - i) all requests are subject to the operational requirements of Michipicoten First Nation.
 - ii) requests for vacation time may also be subject to seniority within the department.
 - iii) all requests must be made at least two (2) weeks prior to the date that the vacation is to commence.
 - h) Accumulated vacation pay will not be paid out prior to vacation being taken except in exceptional circumstances and as approved by the Band Manager,
 - i) if a payout is done on accumulated vacation pay, the vacation entitlement must still be taken without pay.
 - i) Accumulated vacation pay cannot be carried over from one year to the next; therefore, all vacation time must be used in the current fiscal year except in exceptional circumstances and as approved by the Band Manager.
 - j) If during the regular scheduled vacation time a situation arises where the employee would have been eligible for Bereavement, Sick, or any other approved leave (Family Medical Leave of Absence not eligible), these days will not be counted as vacation time used except in exceptional circumstances and as approved by the Band Manager.
 - k) Approval of vacation requests will also be based on seniority.
- 4) **PERSONAL LEAVE** with pay,
- a) Employees are entitled to a leave of up to **ten days** in each fiscal year for the purposes of:
 - i) Treating their illness or injury.
 - ii) Carrying out responsibilities related to the health or care of any of their family members.
 - iii) Carrying out responsibilities related to the education of any of their family members who are under 18 years of age.
 - iv) Addressing any urgent matter concerning themselves or their family members.
 - v) Attending their citizenship ceremony under the *Citizenship Act*; and
 - vi) Any other reason prescribed by regulation.
 - b) The ten days of the leave will be paid at the employee's regular wage rate for their normal hours of work.
 - c) Michipicoten First Nation may request, in writing and no longer than 15 days after the employee's return to work, documentation supporting the reasons for the leave. Employees are required to provide this documentation, but only if it is reasonably practical for them to obtain and provide it.

5) **BEREAVEMENT LEAVE** with pay

- a) All employees are entitled to and shall be granted, in the event of the death of a member of their immediate family, a leave of absence from employment of up to 5 days that may be taken during the period that begins on the day on which the death occurs and ends 6 weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs. Up to days 5 days will be paid at the employee's regular wage rate for their normal hours of work.
 - b) Every employee who takes the leave of absence shall, as soon as possible, provide the employer with written notice of the beginning of any period of leave of absence and of the length of that leave.
 - c) The following guidelines apply when an employee requires bereavement leave:
 - i) Bereavement leave pay shall be equal to the regular hourly rate of the employee.
 - ii) Bereavement leave pay will not be considered hours worked for purposes of calculating overtime.
 - d) Michipicoten First Nation reserves the right to inquire as to the name and nature of the relationship with the deceased and the name of the funeral home responsible for handling the arrangements. Proof of relationship may be required.
- 6) LEAVE FOR VICTIMS OF FAMILY VIOLENCE with pay,
- a) Employees who are victims of family violence or who are the parent of a child who is a victim of family violence are entitled to 10 days of leave in a calendar year. In respect to family violence, the leave may be used to:
 - i) Seek medical attention for themselves or their child in respect of a physical or psychological injury or disability.
 - ii) Obtain services from an organization which provides services to victims of family violence.
 - iii) Obtain psychological or other professional counselling.
 - iv) Relocate temporarily or permanently.
 - v) Seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or
 - vi) To take any measures prescribed by regulation.
 - b) Employees are not eligible for the leave if they have been charged with an offence related to, or if it is likely that the employee committed, an act of family violence.
 - c) If the employee has completed three consecutive months of employment with Michipicoten First Nation, then the first five days of the leave will be paid at the employee's regular wage rate, and for their normal hours of work.

- d) Michipicoten First Nation may request, in writing and no longer than 15 days after the employee's return to work, documentation supporting the reasons for the leave. Employees are required to provide this documentation, but only if it is reasonably practicable for them to obtain and provide it. The leave may be taken in one or more periods; however, the company may require that each period of leave be not less than one full day.

7) Maternity Leave with pay

- a) Michipicoten First Nation (MFN) believes in providing a maternity leave policy that supports the well-being of our employees. By providing supplementary benefits that exceed the requirements of the Canada Labour Code, we aim to reduce the financial strain of our new mothers.
- b) Maternity leave is up to 17 weeks of job-protected, unpaid time off work which may not begin earlier than 13 weeks before the estimated date of delivery and cannot end later than 17 weeks after the actual date of delivery. Employees are entitled to leave if they provide a certificate issued by a health care practitioner certifying that they are pregnant.
- c) Michipicoten First Nation will handle any maternity-related reassignments on a case-by-case basis and in compliance with all legislative requirements.
- d) Employees are asked to submit a leave of absence request form for authorization of the maternity leave, at least four weeks in advance of intended start of the leave.
- e) Maternity leaves are unpaid, however, MFN will provide supplemental benefits to top-up an employee's EI entitlement to equal 75% of the employee's salary for a period of up to 16 weeks, while the employee is on maternity leave.
- f) Eligibility for EI maternity benefits, and the amount of benefit paid, is determined by federal EI policy and legislation. Employees are strongly encouraged to inform themselves about EI benefit eligibility, benefit amounts and the application process prior to initiating a claim.
- g) The EI top-up benefit applies to permanent, full-time employees who have completed a minimum of one-year continuous employment by the start of the maternity leave. All other employees are entitled to the statutory leave as per the applicable federal legislation.

8) Education Leave without pay,

- a) The Employer recognizes the usefulness of education leave. After two (2) consecutive years employment, and upon written application by the Employee, the Band Manager in consultation with the Supervisor may grant leave without pay for varying periods up to one (1) year for the Purpose of attending a recognized institution for studies in a field related to the Employee's position.
- b) Request for such leave shall require minimum of two (2) months' notice.

- c) At the discretion of the Band Manager, such leave may be extended if related course of studies exceeds one (1) year provided, the Employee can satisfy the Employer that he/she has successfully completed the first year.
- d) Leave granted under this clause shall be counted as "continuous employment" for the purpose of calculating years of service for vacation leave and severance pay.

9) Other Leave Without Pay

- a) At the discretion of the Band Manager and as approved by Council, and after five (5) consecutive years of employment, leave without pay may be granted up to a maximum of one (1) year provided the employee requesting such leave satisfies the Employer on reasons for which the leave is being requested.
- b) All requests for leave under this clause must be submitted to the Band Manager.
- c) Request for such leave shall require a minimum of two (2) months notice. Requests shall be made in writing to the Band Manager.
- d) Leave granted under this clause shall not be counted as "continuous employment" for the purpose of calculating years of service for vacation leave and severance pay unless otherwise stated.

10) Elections

- a) Any employee elected to the office of Chief or Council shall be required to resign their position as employee and the vacated position will be posted according to this policy.
- b) This policy amendment, as approved by Band Council Resolution 2015-41 became effective August 27, 2015, and will take effect prior to the next election (2017) under the Indian Act Regulations or any existing Custom Election Code or Elections Act as may be adopted by the employer.

11) All employees are also eligible for protected leaves that are covered under the Federal Labour Standards outlined in Part III of the Canada Labour Code (Code) (R.S.C., 1985, c. L-2), including:

- a) Parental leave
- b) Compassion care
- c) Leave related to critical illnesses
- d) Crime related death or disappearance
- e) Medical leave
- f) Leaves for members of the reserve forces
- g) Leaves for traditional Aboriginal practices
- h) Court or jury duty

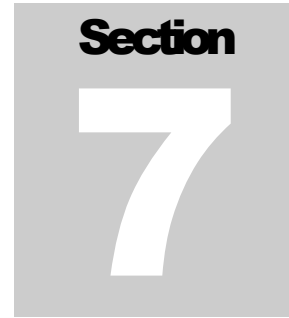


Disciplinary Procedures

If required, the Employer may enforce corrective disciplinary action to motivate Employees toward the acceptance of rules and standards of conduct which are deemed necessary or desirable by the Employer. Termination of Employees shall be exercised at the discretion of the Band Manager.

- 1) A serious breach of any employment regulations may result in immediate dismissal. A serious breach for the purpose of these regulations will include but not be limited to the following;
 - a) Dishonest conduct;
 - b) Theft of Employer's property;
 - c) Falsification of records;
 - d) Undeclared conflict of interest;
 - e) Conduct containing elements of criminal behaviour directly relating to the Band or committed during regular or overtime work hours, including;
 - i) sabotage (destroying Employer's property);
 - ii) convictions for indictable offenses;
 - iii) physical altercations;
 - iv) use of intoxicants or drugs on the job and refusal to participate in rehabilitation programs or failure to successfully complete a rehabilitation program.
 - f) Unsatisfactory work performance including but not limited to:
 - i) incompetence
 - ii) carelessness
 - iii) unsuitability
 - iv) sleeping on the job
 - v) insubordination

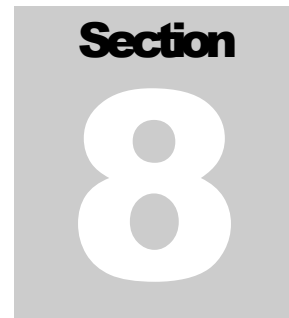
- 2) Course of Disciplinary Action,
 - a) Disciplinary measures will normally be imposed according to the following stages, but the Employer may at its discretion omit any stage.
 - Stage 1: Verbal Warning
 - Stage 2: Written Warning
 - Stage 3: Suspension Without Pay (5 days)
 - Stage 4: Termination of Employment
- 3) Restriction of Outside Employment,
 - a) Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted to engaging in other employment outside the hours they are required to work for the Employer.
- 4) Voluntary Termination of Employment,
 - a) Should an Employee wish to terminate his/her employment, a minimum of two (2) weeks written notice shall be required or as otherwise stated contractually.
- 5) Termination,
 - a) No notice of termination is required where the Employee is terminated for just cause.
 - b) All other notices of termination will be accompanied by a two (2) week period of notice or in accordance with Federal Labour Law statutes or as otherwise stated contractually.
 - c) If no notice is given, then two (2) weeks pay in lieu of notice will be given to the employee or in accordance with Federal Labour Law statutes based on length of service or as otherwise stated contractually.



Confidentiality

The Confidentiality Policy defines and describes the management of confidential information for all employees and representatives of Michipicoten First Nation

- 1) Philosophy,
 - a) We believe that information concerning Michipicoten First Nation in respect to the employer, employees and operations is confidential and every safeguard should be taken to ensure information is kept confidential.
- 2) Responsibility & Guidelines,
 - a) All employees and representatives including contractual or otherwise, shall keep confidential and shall not, during the continuance of their employment, contract and period of representation or any time after the termination thereof, without the express written consent of Michipicoten First Nation, disclose to any person or organization any political, personal, financial or business information of Michipicoten First Nation which an employee, contractor, or representative may have acquired during the course of employment, contract or period of representation.
- 3) Procedure,
 - a) All employees and representatives may be required to sign an Oath of Confidentiality which shall be maintained in their Personnel or Service Agreement File.
- 4) Employees of Michipicoten First Nation may be subject to disciplinary action for contraventions of this section of the policy.



Code of Conduct

This Code applies to all employees (full-time, hourly, fixed term, contract, part-time or otherwise).

This code is organized into categories as follows:

- 1) Service,
 - a) Always act with fairness, honesty, integrity, and openness; respect the opinions of others and treat all with equality and dignity without regard to gender, race, colour, creed, ancestry, place of origin, political beliefs, religion, marital status, disability, age, or sexual orientation.
 - b) Promote the mission and objectives of Michipicoten First Nation in all dealings with the public on behalf of the Michipicoten First Nation.
 - c) Provide a positive and valued experience for those receiving service within and outside Michipicoten First Nation.
- 2) Accountability,
 - a) Act with honesty and integrity and in accordance with any professional standards and /or governing laws and legislation that have application to the responsibilities that are performed for or on behalf of Michipicoten First Nation.
 - b) Comply with both the letter and the spirit of any training or orientation provided by Michipicoten First Nation in connection with those responsibilities.
 - c) Adhere to the policies and procedures of Michipicoten First Nation and support the decisions and directions of the duly elected Council and senior management.
 - d) Take responsibility for your actions and decisions. Follow reporting lines to facilitate the effective resolution of problems. Ensure that you do not exceed the authority of your position.
- 3) Conflict of Interest,
 - a) Conflict of interest arises when a person participates in a decision about a matter (including any contract or arrangement of employment, leasing, sale or provision of goods and services) which may benefit or be seen to benefit that person or a member of that person's immediate family because of his/her direct or indirect monetary or financial interests affected by or involved in that matter,

- b) It is the duty of any person taking part in the operations of Michipicoten First Nation to adhere to the Conflict-of-Interest section of this policy at all times. In the event that such a matter arises, the person shall formally disclose the interest, refrain from attempting to persuade or influence other persons participating in the decision and shall not cast any vote or make a definitive decision on the matter. If unsure, the person shall inquire if there is a perceived conflict with their Supervisor and at the direction of the Band Manager.
- 4) Confidentiality,
- a) It is the duty of any person taking part in the operations of Michipicoten First Nation to adhere to the Confidentiality section of this policy at all times. Respect and maintain the confidentiality of information gained as a representative or employee, including, but not limited to, all computer software and files, Michipicoten First Nation business documents and printouts, and all employee, Band membership, funding agency and political records and any such meetings or information deemed to be proprietary or held in confidence.
- 5) Personal/Sexual Harassment/Workplace Violence,
- a) Sexual harassment is any conduct, comment, gesture or contact of a sexual nature that one would find to be unwanted or unwelcome by any individual, or that might, on reasonable grounds, be perceived by that individual as placing a condition of sexual nature on an employment or career development.
 - b) Personal harassment means any conduct whether verbal or physical that is discriminating in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, that is unwanted or unwelcome and causes substantial distress in that person and serves no legitimate work-related purpose.
 - c) Workplace Violence is any conduct, comment, gesture or contact of a violent nature that one would find to be unwanted, or unwelcome by any individual, or that might, on reasonable grounds, be perceived by that individual as placing a condition of stress, whether directed at that individual or at another individual or at a group of individuals by way of Lateral Violence, which by that individual's presence, indirectly affects the individual.
 - d) Michipicoten First Nation has a zero-tolerance policy with respect to Personal /Sexual Harassment/Workplace Violence. Personal/Sexual Harassment/Workplace Violence in any form is strictly prohibited and may be grounds for termination as an employee, immediate dismissal for just cause without notice or pay in lieu of notice.
- 6) Employees of Michipicoten First Nation may be subject to disciplinary action for contraventions of this section of the policy.
- 7) The Michipicoten First Nation Harassment and Discrimination and Workplace Violence Policy will supersede any statement made within this section of the Michipicoten First Nation Personnel Policy.



Conflict of Interest

The Conflict-of-Interest Policy outlines the parameters of conflict of interest for employees, representatives, delegates, service providers or contractors of Michipicoten First Nation.

- 1) Philosophy,
 - a) Employees of Michipicoten First Nation are expected to adhere to the highest standards of personal and professional integrity and shall protect the interests of Michipicoten First Nation. Personal gain shall not conflict with duty to Michipicoten First Nation.
- 2) Responsibility,
 - a) The Band Manager is responsible for final decisions on any potential or actual conflicts of interest, unless as otherwise stated in this policy. The Department Supervisors/Managers or administrators are responsible for presenting a recommendation on any potential or actual conflicts to the Band Manager.
 - b) Employees are responsible for declaring any potential or actual conflict of interest.
- 3) Guidelines,
 - a) If a potential conflict exists because of an employee's personal related interest in a matter, the employee shall advise their supervisor immediately.
 - b) An employee shall be considered to have potential conflict of interest where he or she has a direct or indirect financial interest in a matter involving Michipicoten First Nation and where the employee could influence or appear to be able to influence any decision on that matter by Michipicoten First Nation. Examples include acceptance of personal gifts beyond moderate courtesy, purchasing decisions for personal gain, and/or written or public statements in conflict with Michipicoten First Nation.